

TENANT SELECTION PLAN
Jayne Auld Manor
(Tax Credit)

PREFACE

Jayne Auld Manor is sponsored by the Empire Health Foundation and professionally managed by Kiemle Hagood. The purpose of this community is to provide housing for low-income individuals/families through the Low Income Housing Tax Credit program.

Jayne Auld Manor accepts applications, admits residents and employs staff without regard to race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income or disability. We do not discriminate on the basis of disability status in the admission, or access to, or treatment, or employment in our programs and activities.

PROGRAM ELIGIBILITY REQUIREMENTS

To live at Jayne Auld Manor you must be:

1. 18 years of age or older (HEAD OF HOUSEHOLD, CO-HEAD OR SPOUSE);
2. Households not consisting entirely of full-time students UNLESS one or more of the following exceptions are applicable;
 - All members of the household are married and entitled to file a joint tax return (they do not need to be married to each other).
 - The household consists of a single parent(s) and their child(ren), and no one in the household is a dependent of a third party, except that children of single parents are allowed to be dependents of the other parent.
 - At least one member of the household is participating in a job training program such as those funded under the Workforce Investment Act (WIA).
 - At least one member of the household was formerly in foster care (this should be verified by contacting the agency who administered the foster care program).
3. Income-qualified. In order for an applicant to be eligible for occupancy, the applicant family's annual income must not exceed the applicable income limit, which is published annually and is available from the local Washington State Housing Commission (WSHC) or on-line at www.wshfc.org. Income limits are based on family size and the annual income the family receives. The income limits for Jayne Auld Manor are:

Extremely Low Income	30% of Median Income
Tax Credit	60% of Median Income

A household can switch to a higher or lower income/rent limit based on the household's income at recertification. Ask the Community Manager for specific information.

4. Households must also meet the monthly minimum of 1.5 times the monthly rental amount.

APPLICATION PROCESS

An applicant(s) must submit a completed and signed application to the Community Manager of the complex for which the applicant is applying or to Kiemle Hagood, 601 W. Main Ave, Suite 400, Spokane, WA 99201. A completed application must include the social security numbers for all household members. It must also include the signatures for all applicant family's members who are 18 years of age or older. Also, a Release and Authorization form must be signed by all adult applicants and submitted along with the completed application, which gives consent to Management to check criminal background, check previous rental history, run a credit report and verify current employment.

If there is a waiting list for the project, the applicant's name, date and time of the receipt of the application, annual income level, type and size of unit required will be recorded in chronological order on the waiting list. In order to remain on the waiting list, the applicant is required to contact the Community Manager of the project for which he/she applied every six months.

If an applicant refuses to complete any required paperwork throughout this process, their application may be denied.

REASONS FOR REJECTING INELIGIBLE APPLICANTS

- The household doesn't meet the income requirements;
- The applicant is unable to disclose and document SSNs of all household members;
- The household has characteristics that aren't appropriate for the specific type of unit available at the time or isn't an appropriate size for the units that are available;
- The applicant household does not meet #2 of the Eligibility Requirements listed above regarding the eligibility of students enrolled in an institute of higher education; or,
- The applicant doesn't meet the screening criteria.

SCREENING CRITERIA

Screening reports will be run on all applicants 18 years of age and older by an outside professional screening company. All screening report fees are charged to the applicant(s).

Rejection Criteria:

- A. Drug Abuse & Criminal Activity

- Any household containing a member(s) who was evicted in at least the last three years for drug-related criminal activity; only two exceptions are as follows:
 - 1) The evicted household member has successfully completed an approved supervised drug rehabilitation program, or;
 - 2) The circumstances leading to the eviction no longer exist (e.g., the household member no longer resides with the applicant household).
- A household in which any member is currently engaged in illegal use of drugs or for which Management has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety and right to peaceful enjoyment of the property by other residents;
- Conviction involving the illegal manufacture or distribution of an uncontrolled substance, involving the illegal use of a controlled substance, or involving felony activities and/or numerous gross misdemeanors with in at least the last three years;
- Currently an illegal user of a controlled substance or Management determines that there is reasonable cause to believe that a household member's illegal use or a pattern or an illegal use of a drug may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. (Examples of evidence of illegal activities may include a conviction record, former landlord references, etc.);
- Any household member who is subject to a state sex offender lifetime registration requirement;
- Any household member if there is reasonable cause to believe that member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents;
- Violent criminal activity;
- Other criminal activity that threatens the health, safety and right to peaceful enjoyment of the property by other residents or the health and safety of management, employees, contractors, subcontractors or agents of the owner; or,
- Any household containing a member who has any active warrants.
- We do not automatically deny applicants based on criminal conviction history. If an applicant with a criminal conviction on their record otherwise meets our qualification standard, we will interview the applicant regarding the circumstances relating to such conviction and post-conviction.

B. Poor Previous Rental History

- Outstanding monies owed to previous landlord(s), (e.g., rent, damages, other);

- Previous evictions from housing and/or unlawful detainers within at least the last three years; or,
- Violation of lease and/or house rules, such as, poor housekeeping habits, a history of disruptive behaviors, failure to cooperate with applicable recertification procedures, termination of assistance for fraud.
 - ❖ **An exception may be made as long as the applicant has met all of the following requirements:**
 - ✓ Monies owed are due to non-payment of rent and not for damages.
 - ✓ Amount owed does not exceed \$2,000.00.
 - ✓ Amount owed has been outstanding for a minimum of two years.
 - ✓ Payment arrangements have been made with the landlord to whom the monies are owed. A letter from the landlord or collection agency stating the accepted payment arrangements must be submitted to Kiemle Hagood along with proof that payments are being made in accordance with the agreed upon arrangements (proof must include at least one payment and that the applicant is current in making the payments).
 - ✓ Applicant must either provide proof of completion of a Renter Responsibility Class/Program or be near completion and provide a recommendation letter from the program director.
 - ❖ **An exception may also be made if the applicant is a domestic violence victim, which required the applicant to get out of a lease early and left owing a balance for rent and/or damages.**
 - ✓ The applicant must present written verification of their situation. This may take the form of a valid order for protection or a record of reporting the incident(s) of domestic violence/assault/stalking to a “qualified third party”, such as law enforcement officers, state court employees, healthcare professionals, licensed mental health professionals, clergypersons, or crime victim/witness program advocates.

C. Derogatory Credit History

- An open bankruptcy; or
- Outstanding balances owed to previous landlords and utility companies.
- Unpaid NSF checks.

- Other debts including but not limited to credit cards, student loans and unpaid fines.
 - ❖ An exception may be made as long as the debt has not been accrued in the previous 3 years.
- Medical bills are not counted toward derogatory credit history.

If an applicant does not meet the above criteria, the applicant will be notified in writing of the rejection and reasons for the rejection. The applicant will then have 14 days to respond in writing or to request a meeting to discuss the rejection. Management may consider extenuating circumstances in evaluating information obtained during the screening process.

HOLDING AGREEMENTS

This document is optional but must be used if an applicant wishes to prevent someone else from renting the unit. The Holding Agreement takes the unit “off the market” for an agreed upon period of time. When signing the Holding Agreement, the prospective tenant must pay \$100.00 to hold the apartment for one (1) week or the full deposit to hold it up to two (2) weeks. If Management does not approve the application to rent, the entire Holding Deposit amount will be refunded to applicant within 14 days of denial. The Holding Deposit must be a separate payment from the application fee.

SECURITY DEPOSITS

Security deposits due at move in are as follows with approved credit.

- 2 BR: \$400.00
- 3 BR: \$500.00
- Townhomes: \$500.00

***Additional deposit may be required.

The security deposit must be paid with a cashier’s check or money order separate from the payment of the first month’s rent.

OCCUPANCY STANDARDS

- The occupancy limits for the apartments are 2 persons per bedroom plus one occupant, per unit.

	<u>Minimum Persons</u>	<u>Maximum Persons</u>
2-BR	1	5
3-BR	2	7
3-BR Large Family	4	7

UNIT TRANSFER POLICIES

When vacancies become available, in-place residents who are on an in-house waiting list and require unit transfers based on the following reasons will be given priority over applicants on the waiting list.

1. A unit transfer will be required when there is a change in family size or composition, which results in the unit becoming overcrowded or underutilized and an appropriate sized unit becomes available.
 - Documentation must be provided when there is a change in the family composition;
 - Documentation must be provided to determine whether a child resides in the household 50% or more of the time. Requested documentation will be as follows:
 1. Divorce papers or an established parenting plan
 2. Tax return showing which parent claimed the child as a dependent the previous year
 3. Medical coupon or DSHS TANF award letter showing the parent who claims the child
 4. Signed letter from the other parent describing the time the child resides at each parent's home
 - Management must be notified of the departure of a family member and provided documentation of the departing family member's new residence by way of a lease, new driver's license or utility bill showing the departed member's name and address; or,
2. A unit transfer for a medical reason certified by a health care provider.
 - The Request for Reasonable Accommodation forms must be completed and submitted to the Community Manager. Forms available from Management upon request.
3. A unit transfer based on the need for an accessible unit.
 - In-place residents and applicants requiring the features of an accessible unit will be given priority for an accessible unit over other applicants or in-place residents who do not require the features in an accessible unit;
 - The Request for Reasonable Accommodation forms must be completed and submitted to the Community Manager. Forms available from Management upon request.

When an appropriate type of unit becomes available, the resident will be contacted in writing and be required to move within thirty days of the written notification.

Unit transfers for any other reason are subject to a \$100 transfer fee.

When a resident transfers from one unit to another within the same apartment complex he/she is expected to completely move out of the previous unit by the fourth day after he/she moved into the new unit. The resident will be notified of this when he/she turns in his/her 30-Day Notice to move.

**SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE FAIR HOUSING ACT
AMENDMENTS OF 1988 AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

Jayne Auld Manor, the owners and Kiemle Hagood, the managing agent, of this project do not discriminate on the basis of handicapped status in the admission of access to, or treatment or employment in, federally assisted projects, programs and activities. Nor do they discriminate on the basis of race, color, religion, marital status, disability, familial status, national origin, age, sexual orientation or gender identity in the admission or access to, or treatment or employment in, it's federally assisted programs and activities. Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in any program or activity receiving (HUD) federal financial assistance. Complaints regarding alleged violations of Section 504 regulations should be addressed in writing to the 504 Coordinator for Kiemle Hagood.

Kiemle Hagood
Human Resources
601 W. Main Ave, Suite 400
Spokane, WA 99201
(509) 838-6541

REASONABLE ACCOMMODATIONS

It is the policy of Kiemle Hagood to comply with federal law and to provide reasonable accommodations in rules, policies, practices or services to applicants and residents who have disabilities when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling unit, including public and common use areas. The need for the accommodation or modification must be related to the person's disability.

Management will accept verbal requests for an accommodation or modification, however we encourage written requests. If the person with a disability does not, or cannot, use our request form, management staff will document the request on a form and give a copy to the resident making the request. We will make sure that the form accurately reflects the person's intended request.

Once the existence of a disability (as defined by federal law) and the need for a reasonable accommodation has been verified through third party verifications, and if it is considered administratively and financially feasible, the Regional Manager will approve the request.

Any approved modifications management, or a management approved vendor, makes to the public or common areas as a result of the request will be paid for by the owner. Any approved modifications management, or a management approved vendor, makes to the interior of a unit as the result of the request will be paid for by the resident.

At the end of tenancy, the resident is obligated, at their own expense, to restore the interior dwelling areas to its previous condition only where it is reasonable to do so and where management requests the restoration. In general, if the modifications would not affect the next resident's use or enjoyment of the premises, we will not require outgoing resident to restore the premises to its prior state. We will not require that the resident restore modifications made to the exterior of a dwelling, such as ramps to the front door of the dwelling, or modifications made to common areas.

LIVE-IN AIDE/ATTENDANT POLICY AND PROCEDURES

Definition: A Live-In Aide/Attendant is a person who resides with one or more elderly persons, near-elderly persons or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the person(s);
2. Is not obligated for the support of the person(s); and
3. Would not be living in the unit except to provide the necessary supportive services.

While a relative may be considered to be a Live-In Aide/Attendant, they must meet the above requirements, especially the last.

Policy: The Live-In Aide/Attendant qualifies for occupancy only as long as the individual needing supportive services requires the aide's services and remains a tenant, and; may not qualify for continued occupancy as a remaining family member. A Live-In Aide may not remain in the unit should the tenant move out for any reason.

The Owner/Management Agent has the right to evict a Live-In Aide Attendant who violates any of the house rules.

Children of Live-In Aide/Attendants are not eligible to live in the unit. A Live-In Aide/Attendant's income is not counted for the household and neither are allowances (i.e. a dependent) related to the Live-In Aide/Attendant.

Procedures for Moving in a Live-In Aide/Attendant:

1. The individual requiring a Live-In Aide/Attendant must complete the "Live-In Care Giver Verification" forms and give them to the Community Manager.
2. The Live-In Aide/Attendant must pass a criminal background check in accordance with the criteria listed above in the Tenant Selection Plan.
3. The Live-In Aide/Attendant must sign the Live-In Attendant Addendum.
4. The Live-In Aide/Attendant must sign a copy of the current house rules and abide by them.

SECURITY DEPOSITS FOR RESIDENTS TRANSFERRING TO ANOTHER UNIT

- A. When a resident transfer to a new unit:
 - a. The security deposit in the old unit will be refunded minus any charges for damages above normal wear and tear to the unit and any unpaid rent.

- b. The tenant will be charged a new security deposit based on the requirements in the HUD Occupancy Handbook paragraph 6-15. The deposit must be paid at the time of the lease execution.

UNIT INSPECTIONS

Move-In Inspection Requirements:

- Management and the new resident must jointly inspect the unit prior to executing a lease.
- The inspection form must indicate the condition of the unit. The condition of the unit must be decent, safe, sanitary and in good repair. If cleaning or repair is required, management must specify on the inspection form the date by which the work will be completed. The date must be no more than 30 days after the effective date of the lease.
- Both the owner and the resident must sign and date the inspection form.
- The resident has 5 days to report any additional deficiencies to the owner to be noted on the move-in inspection form.
- The move-in inspection form must be made part of the lease, as an attachment to the lease.

Move-Out Inspection Instructions:

- Management is advised to encourage the residents to accompany them on the inspection. Upon a resident's request, he/she must be allowed to attend the move-out inspection conducted by management.
- If a resident does not wish to participate, management may do the inspection alone.
- The resident will be charged for damage that is above and beyond normal wear-and-tear (e.g., damage as a result of resident abuse or neglect).

Annual Unit Inspections:

Each unit is inspected by management annually to determine following:

- Whether the appliances and equipment in the unit are functioning properly;
- Whether a component needs to be repaired or replaced;
- Whether there is a housekeeping/sanitary/safety issue;
- Whether smoke detectors are up and working;

ANNUAL RECERTIFICATIONS REQUIREMENTS

The WSHFC requires the following on an annual basis for LIHTC compliance purposes:

- Owners must conduct a recertification of family income and composition at least annually by the tenant's recertification anniversary date.
- Tenants must supply information requested by the owner or WSHFC for use in regularly scheduled recertifications of family income and composition in accordance with WSHFC requirements.
- Tenants must sign consent forms, and owners must obtain third-party verification of the following items and document them in the tenant file:
 - a. Reported family annual income;
 - b. The value of family assets;
 - c. Expenses related to deductions from annual income; and
 - d. Other factors that affect the determination of adjusted income.
- SSN are required for all members of the household. Tenancy may be terminated if proper verification is not received.

Owners must inform tenants, through written notices, about the tenants' responsibility to provide information about changes in family income or composition necessary to properly complete an annual recertification. These notices include information on the recertification process, requirements, and timelines.

- An initial notice is given to the tenant upon signing the initial lease and at each annual recertification. The initial notice references the lease requirements to recertify and specifies the cutoff date (the 10th day of the 11th month after the last annual recertification) by which the tenant must have completed the process. Both the tenant and occupancy specialist will sign the initial notice and a copy will be given to the tenant. The notice with the original signature will be kept in the tenant's file.
- A reminder notice must be provided at least 120 days prior to the recertification anniversary date. A copy of this notice must be kept in the tenant file. This notice must state the following:
 - a. Refer to the model lease and the requirements regarding recertifying;
 - b. State the name of the person to contact and how to contact them to schedule the recertification interview;
 - c. Give the location, date and times available for interviews;
 - d. List what information the tenant should bring to the interview;

- e. State the cutoff date that the tenant must contact the owner and turn in all required paperwork;
- f. State that if the tenant responds to the owner after the cutoff date (the 10th day of the 11th month after the last annual recertification), the owner will process the recertification but will not provide the tenant 60 days notice of any rent increase;
- g. State that if the tenant fails to respond before the anniversary recertification date, the tenant will lose tenancy.